

**LIMITED DAMAGE WAIVER AGREEMENT**

This agreement is entered into between “McGregor Marina Inc.”, “Boatels”, and \_\_\_\_\_, “Renter”, for the purpose of limiting the damages which Renter may otherwise owe “Boatels” for damage or loss to boat number \_\_\_\_\_, and / or its equipment or contents leased to Renter pursuant to the boat rental agreement entered into the same date as this agreement.

Renter agrees to pay Boatels the sum of \$50.00 per day for each day Renter leases the boat which is \_\_\_\_\_ days, for the total sum of \$\_\_\_\_\_. For consideration of these payments made, Boatels agrees that Renter’s obligation to pay for damage, destruction, or loss to the boat, its equipment or contents, shall be limited to the first \$500.00 of any such damage, destruction or loss to the boat, its equipment or contents. Boatels shall assume responsibility for any damage to its boat, equipment, or contents in excess of \$500.00. The boat equipment or contents includes the motor, propeller, and all other mechanical systems on the boat.

This agreement does not cover damages which may occur as a result of intentional acts, gross negligence, reckless disregard for property, or as a result of intoxication from alcohol, drugs, or otherwise.

THIS AGREEMENT APPLIES ONLY TO THE BOAT, ITS EQUIPMENT, OR CONTENTS WHICH ARE OWNED BY AND ARE THE PROPERTY OF BOATELS. THIS AGREEMENT DOES NOT APPLY TO PROPERTY OF THE RENTER OR OTHERS, NOR DOES THIS AGREEMENT APPLY TO PERSONAL INJURY TO ANY PERSON. THIS AGREEMENT DOES NOT IN ANY MANNER RELIEVE THE OBLIGATION RENTER AGREES TO IN THE BOAT RENTAL AGREEMENT OTHER THAN THE OBLIGATION FOR THE PAYMENT OF DAMAGES TO THE BOAT EQUIPMENT, OR ITS CONTENTS IN EXCESS OF \$500.00

Dated this \_\_\_\_\_, day of \_\_\_\_\_.

Renter

Boatels, Inc.

By:

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